

DECLARATION AND POWER OF ATTORNEY

Each one of us, John S. Yates, Jr., Matthew F. Storch, Ph.D., and Sandeep Nijhawan hereby declare that:

My residence, post office address, and citizenship are as stated below next to my name;

I verily believe that we are the original, first, and joint inventors of the invention or discovery entitled COMPUTER WITH TWO OPERATING SYSTEMS, which is described and claimed in the specification filed on July 26, 2000;

I acknowledge my duty to disclose information that is material to the examination of the application in accordance with 37 C.F.R. § 1.56(a), and acknowledge the duty to disclose material information as defined in 37 C.F.R. § 1.56(a) that occurred between the filing date(s) of our earlier filed U.S. parent application(s) listed below, and the filing date of this continuation-in-part application;

I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

No applications for patents or inventor's certificates on common subject matter have been filed in any country foreign to the United States of America

POWER OF ATTORNEY: I hereby appoint the following attorneys to prosecute this application and transact all business in the Patent and Trademark Office connected therewith:

James R. Warnot, Jr., Reg. No. 34,455, David M. Klein, Reg. No. 35,221, David E. Boundy, Reg. No. 36,461, Donna Marie Werner, Reg. No. 36,719, Warren L. Nachlis, Reg. No. 41,216, Alex V. Chachkes, Reg. No. 41,663, Antoinette E. Baker, Reg. No. 44,018, and Anthony Meola, Reg. No. 44,936, all of Shearman & Sterling, 599 Lexington Avenue, New York, NY 10022, (212) 848-4000; and Sally J. Daub, Reg. No. 41,478, of A T I Technologies, Inc., 75 Tiverton Court, Unionville, Ont., L3R 9S3, Canada 99915, (905) 882-2671.

Send correspondence to:

Shearman & Sterling
Intellectual Property Docketing
599 Lexington Avenue
New York, NY 10022

Direct telephone calls to David E. Boundy, Esq. at telephone number (212) 848-7928.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these

statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

First Inventor: John S. Yates, Jr.
Residence: 40 Pine Street, Needham , MA 02492
Citizenship: U.S.A.
Post Office Address: 40 Pine Street, Needham , MA 02492

Signature of First Inventor:
Date:

Second Inventor: Matthew F. Storch, Ph.D.
Residence: 3301 Homestead Road , Apt. 308, Santa Clara, CA 95051
Citizenship: U.S.A.
Post Office Address: 3301 Homestead Road , Apt. 308, Santa Clara, CA 95051

Signature of Second Inventor:
Date:

Third Inventor: Sandeep Nijhawan
Residence: 3591 Townsquare Drive, San Jose, CA 95127
Citizenship: India
Post Office Address: 3591 Townsquare Drive, San Jose, CA 95127

Signature of Third Inventor:
Date:

ASSIGNMENT**WHEREAS:**

John S. Yates, Jr., 40 Pine Street, Needham , MA 02492
Matthew F. Storch, Ph.D., 3301 Homestead Road , Apt. 308, Santa Clara, CA 95051
Sandeep Nijhawan, 3591 Townsquare Drive, San Jose, CA 95127
(hereinafter "Assignor(s)") have made an invention or discovery entitled **COMPUTER WITH TWO OPERATING SYSTEMS** for which application for Letters Patent of the United States has been executed on even date herewith (hereinafter "the invention");

WHEREAS ATI International SRL, organized under the laws of Barbados, having an office at Beaumont House, Hastings, Christ Church, Barbados, W.I. (hereinafter "Assignee") desires to acquire the entire interest in the invention;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), and of other good and valuable consideration paid to the undersigned by the Assignee, the receipt whereof is hereby acknowledged, Assignor(s) by these presents hereby sells, assigns, transfers, and sets over unto Assignee the entire right, title, and interest in and to the invention or improvement, any patent, any and all forms of legal protection for the invention, and any application therefor and any and all Letters Patent that may be granted thereon, in and for the United States or any foreign country, including any continuation, division, renewal, extension, substitute, or reissue thereof, all treaty and convention rights, rights of priority arising from the aforesaid application(s), and the right to sue for past, present, and future infringement, the same to be held and enjoyed by Assignee, its successors, assigns, or other legal representatives, to the full ends of the terms for which all Letters Patents therefor may be granted, as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made.

Assignor(s) hereby authorize Assignee to make application for and to receive Letters Patent for the invention in any of said countries at its election. Assignor(s) hereby authorize and request the Commissioner for Patents of the United States, and any official of any country whose duty it is to issue Letters Patent on applications, to issue all such Letters Patent for the invention to Assignee, as assignee of the entire right, title and interest in, to and under the same.

Assignor(s) covenant to execute or procure any further necessary assurance of title to the invention and Letters Patent; and at any time, upon the request and at the expense of Assignee, to execute and deliver any and all papers, and do all lawful acts that may be necessary or desirable to perfect the title to the invention or any Letters Patent that may be granted therefor in Assignee, its successors, assigns, or other legal representatives; and, upon the request and at the expense of Assignee, to execute any additional or divisional, continuation, reissue, or reexamination applications for patents for the invention, or any part or parts thereof, and to make all rightful oaths and do all lawful acts requisite for procuring and enforcing proper patent protection for the invention, without further compensation but at the expense of Assignee, its successors, assigns, or other legal representatives. Assignor(s) covenant to communicate to the Assignee, its successors, legal representatives, or assigns any facts known concerning the invention.

John S. Yates, Jr.

State of)
) ss
County of)

Before me this ____ day of _____ 20____, personally appeared John S. Yates, Jr. to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

Inventor No. 2

Matthew F. Storch, Ph.D.

State of)
) ss
County of)

Before me this _____ day of _____ 20____, personally appeared Matthew F. Storch, Ph.D. to me personally known to be the person described in and who executed the above instrument, and acknowledged to me that he/she executed the same of his own free will for the purposes therein set forth.

Notary Public

State of)
) ss
County of)

Notary Public